

**MIAMI SHORES VILLAGE POLICE OFFICERS'
RETIREMENT SYSTEM**

SUMMARY PLAN DESCRIPTION

INTRODUCTION TO YOUR PLAN

Miami Shores Village established a defined benefit pension plan to provide eligible police officers with retirement and related benefits.

This Summary Plan Description is a brief description of that Plan and your rights, obligations and benefits under it. This Summary Plan Description is not meant to interpret, extend or change the provisions of the Plan in any way. The provisions of the Plan may only be determined accurately by reading the actual Plan document.

A copy of the Plan is on file at the Employer's office and may be read by you, your beneficiaries or your legal representatives at any reasonable time. If you have any questions regarding either the Plan or this Summary Plan Description, you should ask the Plan's Administrator. In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the Plan shall govern.

GENERAL INFORMATION ABOUT YOUR PLAN

There is certain general information you may need to know about the Plan. This general information is summarized below.

Name of Plan

Miami Shores Village Police Officers' Retirement System

Employer

Miami Shores Village

Plan Administrator

Board of Trustees
Miami Shores Village Police Officers' Retirement System
10050 Northeast 2nd Avenue
Miami Shores, Florida 33138-2382

Trustees

Mary Ross Agosta, Chairperson
Joshua Koop
Shmuele Mauda
Martin Maguth, Secretary
Clark Reynolds

Pension Administrator

The day-to-day operation of the Plan is handled by FHA-TPA Benefit Administrators, Inc. who were engaged by the Board of Trustees to provide day-to-day administration services. Any questions about the Plan or requests for benefits should be directed to the Pension Administrator:

Yolanda Shea
Vice President, Pension & Claims Administration FHA-
TPA Benefit Administrators, Inc.
6861 SW 196 Avenue, Suite 402
Fort Lauderdale, FL 33332
Phone: (954) 366-0111 Ext. 318

Designated Agent for Service of Legal Process

Chairperson of the Board of Trustees

Type of Administration

The Plan Administrator is responsible for the overall administration of the Plan. It has discretionary authority to construe the terms of the Plan and make determinations on questions which may affect your eligibility for benefits. The Plan Administrator may also retain the services of attorneys, accountants, actuaries, investment advisors and other professionals.

Plan Year

Each 12 month period beginning on October 1st and ending on September 30th. The Plan's fiscal records are maintained on this basis.

Relevant Provisions of Local and State Laws

The Plan is set forth in Chapter 18 of the Village's Code of Ordinances.

The most recent amendment to the Plan which is reflected in this Summary Plan Description is Ordinance No. 2019-01.

The Plan is also governed by certain provisions of Part VII, Chapter 112, Florida Statutes (F.S.), Chapter 185 F.S., and various federal laws.

Relevant Provision of Collective Bargaining Agreements

Certain employees covered by the Plan are members of the Greater Miami Shores Fraternal Order of Police, Lodge #63 (FOP). The current collective bargaining agreement between the FOP and the Employer covers the period from October 1, 2020 through September 30, 2023.

Custodian

The custodian of the Plan is responsible for the safe-keeping of securities owned by the Pension Fund. At the direction of the Plan Administrator, the custodian also pays benefits to eligible persons and pays expenses incurred by the Plan. The custodian is:

Salem Trust Company
Tampa, FL

Investment Manager(s)

The investment manager is responsible for selecting the securities to be bought and sold by the Pension Fund, in accordance with guidelines established by the Plan Administrator. The investment managers are:

The Boston Company
Boston, MA

Newton Asset Management
Boston, MA

Allspring
Charlotte, NC

AndCo Consulting
Orlando, FL

Member

You are a Member of the Plan if you fulfill the prescribed eligibility requirements (see section entitled "Eligibility and Credited Service").

Beneficiary

Your Beneficiary is each person designated by you to the Plan Administrator to receive any payments that may become payable by the Plan upon your death. You should designate a Beneficiary when you become a Member of the Plan. At any time prior to retirement you may change your Beneficiary designation upon written notification to the Plan Administrator.

CONTRIBUTIONS TO THE PLAN

Benefits of the Plan are financed by contributions that are paid into the pension fund and by investment earnings generated by investment of the pension fund. Contributions to the fund are made by:

You

Your contribution rate is 9% of your Covered Salary (see later page for definition of Covered Salary). Your contribution will cease upon your retirement, death, employment termination or entry into the Deferred Retirement Option Plan (DROP). Interest is credited to your contributions each September 30th at a rate of 3%.

State of Florida

Monies are paid each year by the State pursuant to Chapter 185, F.S. A portion of said monies are used to fund the Share Plan described later in this document. The remainder of said monies helps to satisfy the annual employer contribution requirement.

Your Employer

Miami Shores Village must contribute an amount determined by the Plan's actuary to be sufficient, along with your contributions and the State contribution, to fund systematically the benefits under the Plan. The Village's contributions will vary depending upon the experience of the Plan.

ELIGIBILITY AND CREDITED SERVICE

Eligibility

If you are a full-time Police Officer, you will become a Member on your date of employment.

Credited Service

Credited Service is used to compute the amount of pension benefit when you retire, to determine whether you are eligible for certain benefits and to determine whether you are vested. Your Credited Service is your total number of years and fractional parts of years of actual service with the Employer. Vacations and other authorized leaves of absence are included in Credited Service. Years or parts of years when you were not employed by the Employer as a police officer are not included.

Break in Service

If you terminate employment but return to work for the Employer within five years of your termination, your previous service will be included in Credited Service as long as you left your contributions in the pension fund.

Buy Back of Previous Service

If you terminate your employment, take a refund of your contributions, and are then subsequently reemployed by the Employer, you will be permitted to buy back your previous Credited Service under the following conditions:

1. you must pay into the fund an amount equal to the sum of the amount you withdrew from the fund when you terminated employment, plus interest from the date of withdrawal to the date of repayment; and
2. payment must be made within 90 days of reemployment.

Military Service

If you are an active member and leave the employment of the Village to enter the military, you will receive credit for the time you spent in the military provided you are entitled to re-employment under the Uniformed Services and Employment and Re-employment Rights Act and you return to work as a full-time police officer within one year from the date of your release. The maximum credit for military service is five years.

RETIREMENT DATES

Normal Retirement Date

Your Normal Retirement Date is the earliest date you may begin to receive unreduced retirement benefits. Your Normal Retirement Date is the first day of the month coincident with or next following the date when you complete 25 years of Credited Service or when you reach age 55 and complete 10 years of Credited Service.

Early Retirement Date

Your Early Retirement Date is the first day of the month coincident with or next following the date when you reach age 50 and complete at least 10 years of Credited Service. You may retire at any time following this date with reduced benefits (as described later).

Late Retirement Date

You may continue to work past your Normal Retirement Date. The first day of the month coincident with or next following the date you actually stop working will be your Late Retirement Date.

RETIREMENT BENEFITS

Normal Retirement Benefit

The monthly benefit that you will receive if you continue employment to your Normal Retirement Date is your Normal Retirement Benefit. The amount of your Normal Retirement Benefit is based on the following factors:

1. Your Covered Salary - this is the amount of your compensation payable on a regular payroll for personal services performed.
2. Your Average Monthly Salary - this is the average of your Covered Salary during the thirty-six (36) consecutive calendar months within your last ten years of employment that produces the highest average.
3. Your years of Credited Service at your Normal Retirement Date.

The calculation of your Normal Retirement Benefit is as follows:

2.91% of your Average Monthly Salary multiplied by your first 25 years of Credited Service.

However, as a minimum, the benefit will not be less than 2% of Average Monthly Salary multiplied by your total Credited Service. As an example, if your Average Monthly Salary at your Normal Retirement Date is \$5,000 and your Credited Service is 30 years, then the benefit would be the maximum of the following:

$$2.91\% \times \$5,000 \times 25 \text{ years} = \$ 3,637.50$$

or

$$2.00\% \times \$5,000 \times 30 \text{ years} = \$ 3,000.00$$

In this case the benefit is \$ 3,637.50.

The retirement benefit is paid to you as a Ten Year Certain and Life Annuity in accordance with the section entitled “Normal Form of Benefit Payment” as described later (however, see the sections entitled “Survivor Benefits – After You Retire” and “Election of Optional Forms of Benefit Payments”). Your benefits from this Plan are paid in addition to any benefits you may receive from Social Security.

Accrued Benefit

The portion of your Normal Retirement Benefit that you have earned at any point in time is called your Accrued Benefit. Your Accrued Benefit is computed in the same way as the Normal Retirement Benefit, except you use your present Average Monthly Salary and Credited Service in the calculation. The Accrued Benefit is a monthly amount which starts on your Normal Retirement Date.

Early Retirement Benefit

If you decide to retire early, you may receive your Early Retirement Benefit immediately or on a deferred basis.

1. A deferred Early Retirement Benefit means a benefit that begins at what would have been your Normal Retirement Date had your full-time employment continued with the Village. The benefit is equal to your Accrued Benefit.
2. An immediate Early Retirement Benefit means a benefit that begins on your Early Retirement Date. The benefit is equal to your Accrued Benefit but is reduced to take into account the younger age and earlier commencement of benefit payments at the rate of 3.0% per year.

The following table shows how much your benefit will be reduced if payments begin before your Normal Retirement Date:

Number of Years Early	Percentage Reduction
1	3%
2	6
3	9
4	12
5	15

Late Retirement Benefit

The amount of your monthly Late Retirement Benefit is calculated and paid in the same way as the Normal Retirement Benefit. However, your Average Monthly Salary and Credited Service as of your actual retirement date are used in the calculation.

Retirement Benefit After Reemployment

If you terminate employment with the Village on or after your Normal Retirement Date, begin receiving retirement benefits, and are later rehired, you will continue to be treated as a retiree under the Plan. Your retirement benefits will continue to be paid to you and you will not accrue any additional pension benefits during your period of reemployment.

Deferred Retirement Option Plan (DROP)

If you have attained Normal Retirement age, but have less than 30 years of service, you are eligible to enter the DROP Plan. Election into the DROP Plan is voluntary, but it is irrevocable once DROP payments begin. If you enter the DROP Plan, your contributions will stop, you will cease to accrue a benefit in the Plan, you will no longer be eligible for disability or pre-retirement death benefits, and you will never have the right to be a contributing member of the Plan again. Your Credited Service and Average Monthly Salary as of the first date of participation in the DROP Plan will be used to calculate your retirement benefit.

If you enter the DROP Plan, the monthly benefit that you would have received if you had retired on your election date will be paid into a DROP account. This account will be debited or credited quarterly at a rate equal to the actual net rate of investment return realized by the Plan for that quarter.

You may participate in the DROP Plan until you have a total of 30 years of service. Upon retirement, the balance in your DROP account will become payable. You will have the following options of payment:

1. A single lump sum payment
2. Equal periodic payments

Should you pass away during your participation in the DROP Plan, your Beneficiary receives a single lump sum payment equal to the balance of your DROP account. DROP payments to your Beneficiary will be in addition to any retirement benefits payable by the Plan.

DISABILITY RETIREMENT

Service Incurred Disability

The amount of your benefit due to a service incurred disability is equal to your accrued pension benefit, but will not be less than 42% of your Average Monthly Salary. There is no minimum service requirement to be eligible for this service incurred disability benefit.

Non-Service Incurred Disability

The amount of your benefit due to a non-service incurred disability is equal to your accrued pension benefit, but will not be less than 25% of your Average Monthly Salary. You must have at least 10 years of Credited Service to be eligible for this non-service incurred disability benefit.

The first monthly disability payment shall be paid on the first day of the month after the pension board determines your entitlement. The monthly benefit is payable as of the date the board determines your entitlement. Any portion due for a partial month shall be paid together with your first monthly payment.

Disability benefits are payable for life, but no less than 120 monthly payments. However, they can be converted to any one of the Optional Forms of Benefits described later. The benefit will be reduced to the extent that the disability benefit plus workers compensation exceeds your final average salary.

You are not eligible to receive disability benefits from the Plan if disability is a result of the following:

- (1) The officer's use of illegal drugs or narcotics, or the officer's excessive and habitual use of intoxicants;
- (2) Injury or disease sustained by the police officer while willfully and illegally participating in fights, riots, civil insurrection or while committing a crime;
- (3) Injury or disease sustained by the police officer while serving in the armed forces;
- (4) Injury or disease sustained by the police officer after their Village employment has terminated;
- (5) Injury or disease sustained by the police officer while working for anyone other than the Village and arising out of such employment.

SURVIVOR BENEFITS

Before You Retire

If you die with less than 10 years of Credited Service and before you are eligible for Early or Normal Retirement, your Beneficiary will receive a refund of your accumulated contributions with interest.

If you die with 10 or more years of Credited Service, your Beneficiary will receive your Accrued Benefit at your Early Retirement Date (reduced) or your Normal Retirement Date, payable for Ten Years Certain.

If you die after you are eligible for Early or Normal Retirement but before you actually retire, your Beneficiary will receive the same benefit that they would have received if you had retired and chosen the 100% Joint and Survivor Option on the day before your death.

After You Retire

If you were receiving a form of retirement payment which provided for a survivor's benefit to be paid after your death, your Beneficiary will receive payments following your death. The section entitled "Forms of Benefit Payments" describes the various forms of retirement payments. If no optional form of benefit was chosen, your Beneficiary is entitled to receive the remainder, if any, of the 120 guaranteed payments.

VESTED RETIREMENT BENEFIT

If you terminate employment, other than by reason of retirement, disability or death, you may be entitled to a deferred Vested Retirement Benefit. This benefit is equal to your Accrued Benefit on your termination date multiplied by your vested interest. The following chart shows your vested interest in your Accrued Benefit.

Vesting Schedule	
Completed Years of Credited Service	Vested Interest
Less than 10	0%
10 or more	100

The vested benefit is payable at the date which would have been your Normal Retirement Date if you had continued full-time employment with the Village.

If you terminate employment with less than ten (10) years of Credited Service, you will receive a refund of your accumulated contributions with interest.

If you become eligible for Normal Retirement, then you are automatically 100% vested regardless of length of service.

FORMS OF BENEFIT PAYMENTS

Normal Form of Benefit Payment

Unless you elect otherwise before retirement, your pension is payable as a Ten Year Certain and Life Annuity. This is a series of monthly payments for your life, ceasing upon your death. If, however, you die before 120 payments are made, payments are then continued to your Beneficiary until a total of 120 payments have been made. On each October 1st, retired members shall receive an annual Cost-of-Living Adjustment of 1.5%.

Election of Optional Forms of Benefit Payments

You have the right at any time before your actual retirement date to elect not to have your retirement benefit paid in the Normal Form. Your benefit would then be paid in the form which you choose.

You may choose among the options described below and revoke any such elections and make a new election at any time before actual retirement. You must make such an election by written request to the Plan Administrator and such an election shall be subject to the approval of the Plan Administrator. This election also applies to disability retirees and terminated members who are eligible for payment of deferred Vested Retirement Benefits. The options available are as follows:

1. Option 1 - Joint and Last Survivor Annuity

You may elect to receive a decreased monthly retirement benefit during your lifetime and have such decreased retirement benefit (or a designated percent thereof - 100%, 75%, 66 2/3% or 50%) continued after your death to and during the lifetime of your Beneficiary.

2. Option 2 - Life Annuity

You may elect to receive an increased monthly retirement benefit payable for your life only that would cease upon your death.

3. Option 3 - Social Security Option

If you retire before being eligible for Social Security benefits, you may elect this option. You may elect to receive a larger pension up to the date you begin receiving Social Security benefits. Your pension benefits may be reduced or terminated after Social Security payments begin. The amount of reduction shall be actuarially determined.

SHARE PLAN

Each year, pursuant to Chapter 185, F.S., the Plan receives premium tax revenue from the State to help fund benefits for Police Officers. In 2015, the State passed legislation that allows employers and employee unions to decide how to use annual State premium tax revenue receipts, provided there is mutual consent between parties. In the collective bargaining agreement signed on July 6, 2018, the Village and the Police Officers' union mutually agreed to setting aside a portion of State premium tax revenue receipts to establish Share Plan accounts for Police Officers.

An initial allocation of \$156,323 was credited in equal shares to the accounts of all Police Officers employed on July 6, 2018 (including DROP members). Beginning on September 30, 2018, 50% of the annual State premium tax revenue attributable to the previous calendar year in excess of \$82,448, is to be credited to the Share Plan. The annual credit will be allocated equally among all Police Officers employed as of the September 30th of each year (including DROP members).

An annual interest credit will be applied beginning on September 30, 2019. The interest credit will be based on the net investment return earned by the pension fund during the Plan Year. The interest credit will be applied to the beginning-of-year accounts of those Police Officers who are employed on the interest crediting date.

Funds from the individual Share Plan accounts are payable as soon as administratively feasible upon termination of employment with the Village. Only 100% vested participants (as described on the previous page) are entitled to receive distributions. Participants who terminate non-vested during the year will have their Share Plan account balances forfeited. The total forfeited balances will be redistributed to the remaining Share Plan participants. Participants may leave their Share account balances in the fund after termination, but the balances will not accrue any additional interest or allocations after such date.

The balance in a Police Officer's Share account will be payable as a single lump sum, either in cash, or as a direct rollover to an eligible individual retirement account.

AMENDMENT OR TERMINATION OF THE PLAN

The Plan may be amended or terminated at any time by the Employer. If the Plan was terminated, you would immediately become fully vested in the benefit you had earned to date. All of the assets of the Plan would be allocated to the Members according to certain classes of priority. Only after all accrued benefits have been paid and any other liabilities have been satisfied could any remaining money be returned to the Employer.

IMPORTANT NOTICE

There are certain circumstances which may result in the disqualification, ineligibility, denial, loss, forfeiture, suspension or deferral of your benefits in this Plan. The following is a list of these circumstances:

1. If you terminate employment before Early or Normal Retirement Date and you do not have enough Credited Service to have earned a vested interest, no benefits will be payable except for a refund of your accumulated contributions with interest.
2. If you die with less than 10 years of Credited Service and before you are eligible for Early or Normal Retirement, no benefits will be payable except for a refund of your accumulated contributions with interest.
3. No credit is allowed either for benefit accrual or vesting purposes for any period in which you are not considered a full-time employee.
4. Your retirement benefit will not be payable until your actual retirement date, even if you continue to work beyond the Normal Retirement Date (unless you enter the DROP).
5. If you are rehired after your Normal Retirement Date, retirement benefits will continue to be paid to you, but you will not accrue any additional pension benefits under the Plan.
6. In the event that this Plan terminates and the available Plan assets are less than the value of all Accrued Benefits, then your Accrued Benefit may be reduced.
7. Your Accrued Benefit may be forfeited if you are convicted of certain felonies as provided by State law (Chapter 112.3173 F.S.) or if you acquire benefits in an improper manner as provided by Chapter 185.185 F.S.
8. Payment of your benefits may be subject to an income deduction order made pursuant to a state domestic relations law, in accordance with rules and procedures adopted by the Board.

YOUR RESPONSIBILITIES

1. Retain this Summary Plan Description with your other important papers for later reference or for replacement by updated versions and supplemental notices, if any.
2. Upon completing eligibility requirements, sign a Membership Form, including a Beneficiary designation.
3. Keep your Beneficiary designation form updated to express your wishes.
4. If you terminate employment, check to see if you are entitled to a Vested Retirement Benefit and the date payable.
5. If you should terminate employment with rights to a deferred Vested Retirement Benefit, then, shortly before the date on which it is to begin, you should contact and notify the Employer to begin such payments.
6. Upon your retirement under Early or Normal Retirement, complete the form necessary to indicate which Optional Form of Benefit you desire.

CLAIMS AND PROCEDURES

Claims for benefits under the Plan must be filed in writing with the Plan Administrator. If you are eligible for any benefits from this Plan, you will be provided with a notification form showing the amount of your benefit and options, if any, and the earliest date on which such benefit is payable.

Your request for Plan benefits shall be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator shall furnish you with a written notice of its denial. This written notice will state the Plan Administrator's findings and conclusions.

If your claim has been denied, and you wish to submit your claim for review, you may file with the Plan Administrator a request for rehearing and review by the Plan Administrator. As soon as practicable after the Plan Administrator receives your request for a rehearing, the Plan Administrator will meet. You have the right to be present at this meeting with legal counsel, if you desire. You will be allowed to submit any evidence in support of your claim.

The Plan Administrator's decision on your claim for review shall be communicated to you in writing and shall include specific references to the pertinent Plan provisions on which the decision was based. If the Plan Administrator's decision on review is not furnished to you within the time limitations described above, your claim shall be deemed denied on review.

PERTINENT ACTUARIAL INFORMATION		
	As of October 1	
	2021	2020
Number of Members of the Plan		
Active Employees	34	34
Those Receiving or Due to Receive Benefits	30	30
Annual Payroll of Active Members	\$3,191,142	\$3,008,917
Annual Rate of Benefits in Pay Status	1,587,123	1,563,667
Entry Age Normal Actuarial Accrued Liability	34,159,203	32,515,571
Net Assets Available for Benefits (Actuarial Value)	30,673,319	27,818,106
Unfunded Actuarial Accrued Liability	3,485,884	4,697,465
Required Contribution to be Made to the Plan Over and Above Contributions by Members of the Plan	1,290,621	1,334,228
Required Contribution as % of Payroll of Active Members	40.44%	44.34%
Required Contribution to be Paid During Year Ending	9/30/2023	9/30/2022

Reconciliation of Plan Assets

Item	September 30	
	2021	2020
A. Market Value of Assets at Beginning of Year	\$ 28,736,666	\$ 26,722,296
B. Revenues and Expenditures		
1. Contributions		
a. Employee Contributions	\$ 271,555	\$ 264,605
b. Employer Contributions	1,336,493	808,455
c. State Contributions	110,178	105,165
d. Other Income	-	-
e. Total	\$ 1,718,226	\$ 1,178,225
2. Investment Income		
a. Interest, Dividends, and Other Income	\$ 1,376,856	\$ 1,127,978
b. Net Realized Gains/(Losses) *	5,013,018	1,317,946
c. Net Unrealized Gains/(Losses)	-	-
d. Investment Expenses	(137,364)	(98,287)
e. Net Investment Income	\$ 6,252,510	\$ 2,347,637
3. Benefits and Refunds		
a. Regular Monthly Benefits **	\$ (1,455,900)	\$ (1,425,391)
b. DROP Distributions	-	-
c. Refunds of Member Contributions	-	-
d. Total	\$ (1,455,900)	\$ (1,425,391)
4. Administrative and Miscellaneous Expenses	\$ (82,819)	\$ (86,101)
5. Transfers	\$ -	\$ -
C. Market Value of Assets at End of Year	\$ 35,168,683	\$ 28,736,666
D. Reserves		
1. State Contribution Reserve	\$ -	\$ -
2. DROP Accounts	(588,597)	(316,346)
3. Share Plan Accounts	(206,404)	(192,539)
4. Prepaid Contribution	(258,602)	(162,289)
5. Total Reserves	\$ (1,053,603)	\$ (671,174)
E. Market Value Net of Reserves	\$ 34,115,080	\$ 28,065,492

* A breakdown of realized and unrealized gains/(losses) was not provided.

** A breakdown between regular monthly benefits and refunds was not provided.